

## TERMS AND CONDITIONS OF RENTAL CONTRACT

- (1) **Customer Definition:** "Customer" shall mean the named customer on the agreement, their agent(s), representative(s), or employee(s).
- (2) **Acknowledgement and Acceptance:** Customer acknowledges the Grand Central Party Rental Agreement is subject to the terms and conditions available on request at our office at 812 Madison Industrial Rd., Madison, TN 37115. Acceptance and use of rental items are acceptance of the terms and conditions herein.
- (3) **Reservations and Deposits:** You have provided us with an "Estimate" of the type(s) and number(s) of Rented Items you require. Unless the account has been granted terms; the rented items will be reserved only upon receipt of 50% of the anticipated total Rent (the "Deposit"). If you cancel or reduce a Reservation, you will forfeit the Deposit unless we otherwise separately agree in our sole discretion. Payment in full of all remaining estimated rental charges (together with the Deposit, the "Prepayments") will be due on the date set forth on page 1 (or if no date is specified, at least seven (7) days prior to the scheduled delivery date). Deliveries will be scheduled only upon receipt of the final and full payment. Account terms must be paid in full in accordance to the agreed upon terms of the account. Delayed payments may be subject to interest fees, collection cost and/or removal of any discounts. Additional charges for loss or damage assessed on return of rental items shall be customer's responsibility if not covered by or exceeds damage waiver. All returned checks shall incur an additional \$35 processing fee.
- (4) **Rental and Use:** You will, at your sole cost: (a) ensure that each Rented Item is used safely, within its rated capacity, and only for its intended purpose(s) at the address set forth on page 1 (the "Site"), in full compliance with all applicable laws, rules and regulations; and (b) provide adequate power for installation and operation of all Rented Items. Customer shall discontinue use of any and all rental items that become unsafe or in disrepair during use and immediately notify Grand Central Party Rental of such action if Grand Central Party Rental assistance is required. Customer shall hold Grand Central Party Rental harmless from any claim or liability whatsoever resulting from or rising out of such action(s).
- (5) **Rental Item Cancellation:** Except for a cancellation for a default by Grand Central Party Rental, upon any cancellation of an accepted order, customer shall be responsible for the cancellation fees specified in the order. If no additional cancellation fees are specified in the order, the following cancellation fees shall apply: Confirmed orders cancelled at any time prior to delivery forfeit the 50% non-refundable deposit. Deposits cannot be applied to other rental items. Orders cancelled 48 hours from the date of delivery or customer pickup are subject to 100% cancellation fee. A 100% restocking fee will apply to items removed 48 hours prior to delivery or customer pickup. A 100% cancellation fee will apply towards any special order items that have been purchased or retained.
- (6) **Damage Waiver:** You, the Customer, are responsible for protecting the Rented Item(s) identified in your rental contract from all types of loss, damage or destruction. The Damage Waiver is a partial damage waiver, IT IS NOT INSURANCE, NOR IS IT A WARRANTY. A non-refundable damage waiver fee covers charges for incidental losses such as a few missing items or minor repairable damage on rental items. Gross damage, misuse, theft, vandalism, negligence, or large losses are not covered by the damage waiver and will accessed full replacement cost, as well as any associated freight fees. Candle wax is considered negligent and damage from candle wax is not covered under the damage waiver. Broken items must be returned to Grand Central Party Rental for damage waiver credit to be given.
- (7) **Inspection, Acceptance and Possession:** Customer is responsible to verify the receipt and acceptability of all rented items provided and the immediate notification of Grand Central Party Rental at 615-868-3747 of any defective rental items, missing rental items or quantity discrepancy. All rental items shall be the sole responsibility of the customer during their possession.
- (8) **Return:** Unless you have engaged us to do any of the following (as specified on Page 1), you will return the Rented Item(s) to us at the end of the Term, clean and otherwise in good order, condition and repair, properly "Packed" (as specified below). Otherwise, you will pay us: (a) Rent for each full day thereafter until the Rented Item(s) is/are replaced or returned as required; and (b) all direct and indirect costs and expenses associated with returning it/them in proper condition or, at our option replacing it/them. Certain items may be delivered on pallets, in crates, cartons or boxes, stacked, bagged, racked, folded, rolled and/or strapped (collectively, "Packed"). Upon return, you will ensure that all Rented Items are properly Packed, using the same packing materials. YOU AGREE NOT TO PACK ANY RENTED ITEMS, SUCH AS LINENS, UNLESS IT IS COMPLETELY DRY, PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE. Warning: Tennessee Code Title 39-14-108 provides that failure to return personal property under a rental contract within ten (10) days of due date after receiving notice demanding return is prima facie evidence of theft of service.
- (9) **Tents:** Customer understands that Tents are temporary structures designed to provide limited protection from weather conditions, primarily for sun and rain. There are situations, particularly those involving strong winds, lightning or other severe weather in which the tent will not provide protection and may even move, collapse or overturn. If the rental items include tents:
  - (a) Customer has the responsibility to monitor weather and other conditions, especially wind or severe weather, and bears all responsibility for the safety of persons and property and the decision whether to evacuate the tent and tent areas. Customer is responsible for developing an evacuation plan for tents and customer should ensure all onsite personnel are thoroughly familiar with tent evacuation procedures. In the event of a predicted or actual extreme weather event, Grand Central Party Rental may decline to install or may dismantle any equipment for the safety of Grand Central Party Rental and customers personnel, event attendees and others.
  - (b) Grand Central Party Rental offers free site inspections and encourages our customers to schedule one. Customer is responsible for all permits, permissions or inspections required by law and/or property owners for installation and use of the tents, unless contracted with the customer to provide permitting via a written contract.
  - (c) Customer is responsible for properly marking underground utilities, (gas, water, electrical, sprinkler), and for any damage resulting from Grand Central Party Rental encountering unmarked underground utilities or structures.

- (d) Customer agrees (a) be present at the Site at the agreed time(s); (b) ensure the Site is properly prepared and clear of obstructions or debris; (c) exact location of the tent is clearly marked. Customer authorizes us to drill holes or drive stakes as we deem necessary in order to anchor tent(s). For an additional charge, we fill the holes after their removal.
- (e) Grand Central Party is not responsible for delays caused by other parties, including providers of other equipment, products or services for your event ("Other Providers") for which you agree to indemnify, defend and hold harmless Grand Central Party Rental.
- (10) Weather Events:** Grand Central Party will use commercially reasonable efforts to minimize weather related risks of any outdoor event. However, should any installed rental items become unusable after delivery to the event due to high wind, extreme rain, flooding, extreme cold or heat or any other factor beyond Grand Central Party Rentals control, customer shall still be liable for payment in full on all charges.
- (11) Customer Will Call:** Customer assumes all responsibility for loading and unloading of rental items in any customer provided vehicle and shall hold Grand Central Party Rental, Inc. harmless for any property damage or personal injury from Grand Central Party Rental, Inc assistance under the direction of the customer. Customer is responsible for transporting all rental items in a covered vehicle with proper straps, ropes, ratchet tie downs, etc. to secure rental items.
- (12) Warranty Waiver:** Grand Central Party Rental is not the manufacturer or designer of the rented items. They are therefor, provided "AS IS". Grand Central Party makes NO Warranties, Express Or Implied (Including Any Implied Warranties Of Suitability, Merchantability, Fitness, Function, Design, Capacity, and/or Freedom From Defects and/or Interference With, Or Infringement Of, Intellectual Property Rights), Nor does Grand Central Party Make Any Warranty Of Workmanlike Performance With Respect To Deliveries Or Installations, All Of Which You Hereby Waive.
- (13) Assumption Of Risk:** Customer assumes the risk and liability for use and operation of the rented items, for personal injuries and property damage arising during the customers rental period. Customer shall protect, defend and indemnify Grand Central Party and hold Grand Central Party harmless, from and against losses, damages, injuries, claims, demands, and expenses, including legal expenses arising out of customer's violation of this agreement or any other act or omission of Grand Central Party, provided that such loss, damage, injury, claim, demand, and/or expenses were not caused by the intentional misconduct and/or negligence of Grand Central Party. Customer shall assume defense of legal proceedings brought to enforce losses, damages, injuries, claims, demands and expenses, and shall pay judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumption of liabilities and obligations herein provided for shall continue with full force and effect, notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.
- (14) Governing Law:** The terms and conditions and contract between Customer and Grand Central Party are governed under the laws of the State of Tennessee and venue for enforcement of any lawsuit regarding these terms and conditions shall be brought exclusively in the courts of Davidson County, Tennessee.

By signing this Agreement, the Customer and affiliated associates agree to the above terms.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_